

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Major Amendment to PCD Final Master Plan and Developer's Commitment Agreement (Bradley D. Smith, applicant.)

**DEPARTMENT:** Planning & Development **DIVISION:** Planning

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Jeff Hopper **EXT.** 7431

**Agenda Date** 6/24/03 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☒ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

1. APPROVE the request for a Major Amendment to the PCD Final Master Plan and Developer's Commitment Agreement, located at the northeast corner of Red Bug Lake Road and Dodd Road, based on staff findings (Bradley D. Smith, applicant); or
2. DENY the request for a Major Amendment to the PCD Final Master Plan and Developer's Commitment Agreement, located at the northeast corner of Red Bug Lake Road and Dodd Road, (Bradley D. Smith, applicant); or
3. CONTINUE the public hearing until a time and date certain.

(District 1 – Comm. Maloy)

(Jeff Hopper, Senior Planner)

**BACKGROUND:**

The applicant is seeking a major amendment to the Preliminary Master Plan to permit liquor sales as an accessory use within restaurants. The requested change would increase the potential for attracting restaurant tenants to the shopping center, located in the Commercial tract of the north parcel of Red Bug Village.

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

On June 4, 2003 the Planning & Zoning Commission voted 5-0 to recommend APPROVAL of the requested Major Amendment to the PCD.

**STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the requested PCD Major Amendment subject to the attached Addendum to the Developer's Commitment Agreement.

Reviewed by:	<u>KZC</u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
OTHER:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>ph130pdp03</u>

**Minutes for the Seminole County LPA/ P&Z Commission**  
**Wednesday, June 4, 2003**

**Members present:** Alan Peltz, Chris Dorworth, Ben Tucker, Thomas Mahoney, and Dudley Bates

**Members absent:** Dick Harris, and Beth Hattaway (Commissioner Peltz was not present at the meeting during the hearing on Item H.)

**Also present:** Denny Gibbs, Planner, Michael Rumer, Planner, Jeff Hopper, Senior Planner, Kathy Fall, Senior Planner, Matt West, Planning Manager, Cathleen Consoli, Senior Planner, Karen Consalo, Assistant County Attorney, and Candace Lindlaw-Hudson, Senior Staff Assistant

- G. Red Bug Village:** Bradley D. Smith, applicant; Major Amendment to PCD (Planned Commercial Development) to allow liquor sales as a secondary use in restaurants; located on the NE Corner of Red Bug Lake Road and Dodd Road. (Z2003-017)  
Commissioner Maloy – District 1  
Jeff Hopper, Senior Planner

Jeff Hopper said that staff recommends approval of the requested PCD Major Amendment subject to the following conditions:

1. Liquor sales shall be permitted only as an incidental use within restaurants.
2. Pool halls and pool tables would be prohibited.
3. No liquor would be sold for consumption off-premises except beer and wine as incidental sales.
4. Restaurant hours of operation would conform to existing PCD restrictions of 7 a.m. – 11 p.m., with restaurants remaining open until 1 a.m. on Fridays and Saturdays.

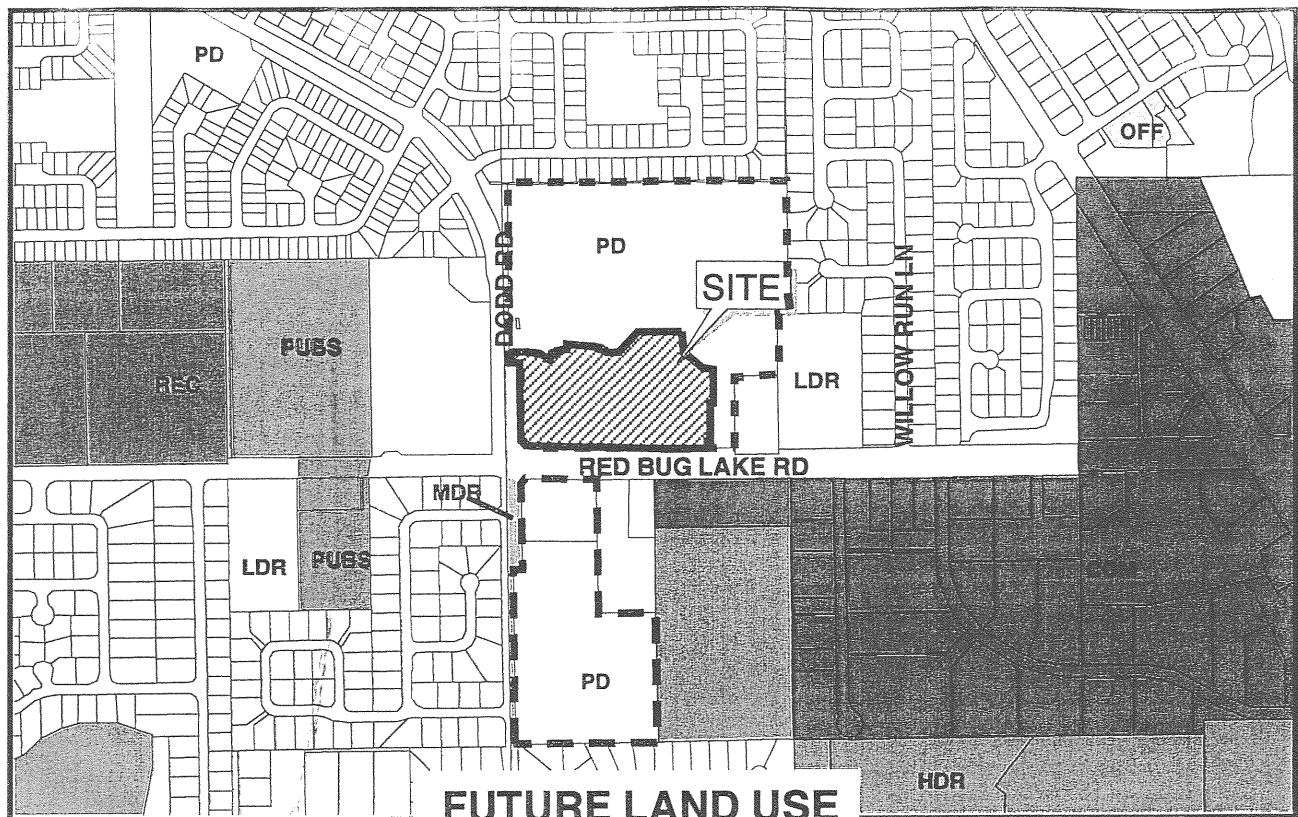
Brad Smith, CEO of Stonecrest Investments, wants to allow liquor sales in the restaurant. He has agreed with the conditions of the staff report.

There were no comments from the floor. The public hearing was now closed.

**Commissioner Peltz made a motion to recommend approval, subject to the conditions in the staff report.**

**Commissioner Mahoney seconded the motion.**

**The motion passed by unanimous vote. (5 – 0)**

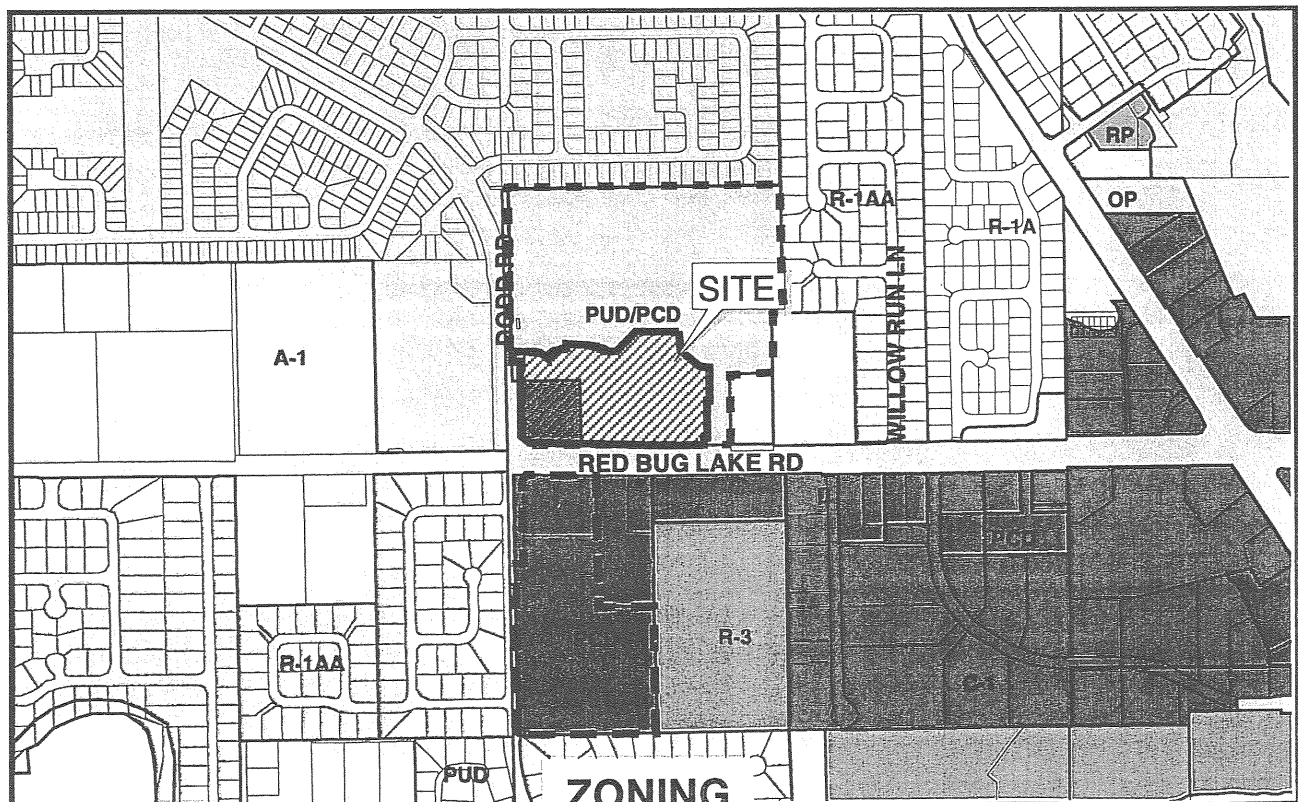


## FUTURE LAND USE

Site..... Municipality  COM
  LDR
  PD
  REC
  PUBS
  MDR
  HDR
 OFF

Applicant: Ardmore Properties Jerry Evans  
 Physical STR: 24-21-30-300-0090-0000  
 Gross Acres: 9.71 BCC District: 1  
 Existing Use: Vacant Commercial  
 Special Notes: Amendment to the Developers Commitment Agreement

	Amend/ Rezone#	From	To
FLU			
Zoning	Z2001-030	PUD/PCD	PUD/PCD



## ZONING

A-1
  C-1
  R-1A
  R-1AA
  PUD
  PCD
  R-3
  OP
  RP




Rezone No. Z2001-030

From: PUD/PCD

To: PUD/PCD

 Subject Property

 Parcelbase



February 1999 Color Aerials



## RED BUG VILLAGE MAJOR AMENDMENT

REQUEST INFORMATION		
APPLICANT	Bradley S. Smith	
PROPERTY OWNER	Walmart Stores East LP	
REQUEST	Major Amendment to PCD Preliminary Master Plan	
HEARING DATE(S)	LPA: June 4, 2003	BCC: June 24, 2003
SEC/TWP/RNG	24-21-30-300-0090-0000	
LOCATION	Northeast corner of Red Bug Lake Road and Dodd Road	
FUTURE LAND USE	Planned Development (PD)	
FILE NUMBER	Z2003-017	
COMMISSION DISTRICT	District 1 (Maloy)	

### OVERVIEW

**Zoning Request:** The applicant is seeking a major amendment to the Preliminary Master Plan to permit liquor sales as an accessory use within restaurants. The requested change would increase the potential for attracting restaurant tenants to the shopping center, located in the Commercial tract of the north parcel of Red Bug Village. In addition, there is a request on the same agenda for a minor amendment to the PCD Final Site Plan.

In May of 2002, the Board of County Commissioners approved an addendum to the Developer's Commitment Agreement permitting alcohol sales limited to beer and wine. However, the applicant claims that eliminating this restriction would enable the shopping center to accommodate a wider range of possible tenants including Stonewood Tavern and Grill.

After conferring with nearby homeowners, the applicant offers to observe the following restrictions if the request is approved:

- Pool halls and pool tables would be prohibited
- No liquor would be sold on a carry-out basis
- Restaurant hours of operation would conform to existing PCD restrictions (7 a.m. to 11 p.m., with restaurants remaining open until 1 a.m. on Fridays and Saturdays)

Through the Planned Development (PD) land use designation, the Vision 2020 Plan allows for relatively intense commercial development in situations where adequate design standards have been applied to ensure compatibility with nearby residential uses. Adverse impacts of the commercial activity at Red Bug Village, such as noise and traffic, already have been addressed through previous approvals.

Staff does not feel that the proposed change, by itself, will have a measurable impact on neighboring properties, and has no objection to the request.

**Existing Land Uses:** The existing zoning designations and land uses are as follows:

	<b>Zoning</b>	<b>Future Land Use</b>	<b>Existing Land Use</b>
<b>North</b>	PUD/PCD	PD	Multi-Family
<b>South</b>	PCD	PD/Commercial	Commercial
<b>East</b>	R-1A	LDR	County fire station
<b>West</b>	PUD	PD	Multi-Family

For more detailed information regarding zoning and land use, please refer to the attached map.

## **SITE ANALYSIS**

### **Facilities and Services:**

1. Adequate facilities and services must be available concurrent with the impacts of development. If required by the concurrency review, additional facilities and services will be identified.
2. The proposed PCD amendment is consistent with the adopted future land use designation assigned to the property, and does not alter the options or long range strategies for facility improvements or capacity additions included in the Support Documentation to the Vision 2020 Plan.

**Compliance with Environmental Regulations:** At this time there are no concerns regarding compliance with environmental regulations.

**Compatibility with surrounding development:** The proposed PCD amendment is compatible with surrounding residential and commercial development.

## **PLANNING & ZONING COMMISSION RECOMMENDATION**

On June 4, 2003 the Planning & Zoning Commission voted 5-0 to recommend APPROVAL of the requested Major Amendment to the PCD.

### **STAFF RECOMMENDATION:**

Staff recommends APPROVAL of the requested PCD Major Amendment subject to the following conditions:

1. Liquor sales shall be permitted only as an incidental use within restaurants.
2. Pool halls and pool tables would be prohibited.
3. No liquor would be sold for consumption off premises except beer and wine as incidental sales.
4. Restaurant hours of operation would conform to existing PCD restrictions of 7 a.m. – 11 p.m., with restaurants remaining open until 1 a.m. on Fridays and Saturdays.

**Addendum #3  
To The Red Bug Lake Road PUD/PCD  
Red Bug Village Modification  
Final Master Plan Developer's Commitment Agreement**

On June 24, 2003, the Board of County Commissioners of Seminole County issued this Amendment to the "Red Bug Lake Road PUD/PCD Red Bug Village Modification Final Master Plan Developer's Commitment Agreement" (the "PUD/PCD"):

**I. Additional Commitments/Restrictions**

Liquor sales shall be permitted as an incidental use within restaurants in the PUD/PCD subject to the following conditions:

- a. Pool halls and pool tables shall be prohibited.
- b. No liquor shall be sold for consumption off-premises except beer and wine as incidental sales.
- c. Restaurant hours of operation shall be limited to 7 a.m. – 11 p.m. on Sunday through Thursday, and 7 a.m. -- 1 a.m. on Fridays and Saturdays.

Done and Ordered this 24<sup>th</sup> day of June, 2003.

By: \_\_\_\_\_  
Daryl G. McLain  
Chairman  
Seminole County Board of County Commissioners

Attest:

\_\_\_\_\_  
Maryanne Morse  
Clerk to the Board of County Commissioners

## OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, Adventist Health Systems/Sunbelt Inc., on behalf of itself, its agents, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER: Adventist Health  
Systems/Sunbelt Inc.

\_\_\_\_\_  
Witness (Sign and print name)

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Witness (Sign and print name)

Title: \_\_\_\_\_  
(Corporate Seal)

### Acknowledgement

STATE OF FLORIDA       }  
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2003, by \_\_\_\_\_, the  
\_\_\_\_\_ of Adventist Health Systems/Sunbelt Inc., who is personally  
known to me or who has produced his/her Florida Driver's License as  
identification and did take an oath.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission expires:



## OWNER'S CONSENT AND COVENANT

COMES NOW, the Owner, Ardmore Properties Inc., on behalf of itself, its agents, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER: Ardmore Properties Inc.

\_\_\_\_\_  
Witness (Sign and print name)

\_\_\_\_\_  
By: Jerry Evans

\_\_\_\_\_  
Witness (Sign and print name)

Its: President  
(Corporate Seal)

### **Acknowledgement**

STATE OF FLORIDA }

COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by Jerry Evans, the President of Ardmore Properties, Inc. who is personally known to me or who has produced his Florida Driver's License as identification and did take an oath.

\_\_\_\_\_  
Notary Public

Print Name:

My Commission expires:

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MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04417 PG 0672  
CLERK'S # 2002884180  
RECORDED 05/24/2002 03:29:36 PM  
RECORDING FEES 87.00  
RECORDED BY M Nolden

FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT  
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On January 8, 2002, the Board of County Commissioners of Seminole County issued this Development Order relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION ENTIRE PARCEL

That portion of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the Northwest ¼ of said Section; thence North 89°52'29" East along the South line of the Northwest ¼ of Section 24, said South line being the occupied East-West center section line as shown on the Plat of Willa Springs Commercial Center, as recorded in Plat Book 29, Page 55 of the Public Record of Seminole County, for 1118.32 feet; thence North 01°17'43" East for 60.00 feet to the Northerly Right-of-Way line of Red Bug Lake Road and POINT OF BEGINNING. Thence along the Westerly and Northerly boundary of Seminole County, property known as Fire Station No. 27 the following two (2) courses: Continue North 00°17'43" East for 249.79 feet; thence North 89°52'29" East for 44.75 feet to the East line of the Southwest ¼ or the Northwest ¼ of aforesaid Section 24; thence North 01°16'16" West along said East line for 139.02 feet; thence South 89°52'29" West for 1348.31 feet to the Easterly Right-of-Way line of Dodd Road (lying 25.00 feet easterly of when measured at right angles to the West line of Section 24); thence along the Easterly Right-of-Way line of Dodd Road and the Northerly Right-of-Way line of Red Bug Lake Road the following courses; South 00°42'42" East for 323.78 feet; thence North 89°17'18" East for 43.00 feet; thence South 00°42'42" East for 360.69 feet; thence South 45°25'06" East for 49.75 feet; thence North 89°52'29" East for 58.09 feet; thence South 87°06'53" East for 100.80 feet; thence South 88°36'38" East for 556.36 feet; thence North 89°52'29" East for 301.66 feet to the POINT OF BEGINNING.

Containing 20.00 acres, more or less.

And

Commence at the Southwest corner of the Northwest ¼ of said Section 24, thence North 89°52'59" East along the South line of the Northwest ¼ of Section 24, said South line being the occupied East-West center section line as shown on the Plat of Willa Springs Commercial Center as recorded in Plat Book 29, Page 55 of the Record of Seminole County, for 1118.32 feet; thence North

0109  
Red Bug Village

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY: Eva Roach  
DEPUTY CLERK

RETURN TO SANDY MCCALL

01°17'43" East for 60.00 feet to the Northerly Right-of-Way line of Red Bug Lake Road. Thence along the Westerly and Northerly boundary of Seminole County property know as Fire Station No. 27 the following (2) courses: Continue North 00°17'43" East for 350.23 feet; thence North 89°52'29" East for 200.00 feet; thence North 00°17'43" East for 249.79 feet; thence North 89°52'29" East for 44.75 feet to the East line of the Southwest ¼ of the Northwest ¼ of aforesaid Section 24; thence North 01°16'16" West along said East line for 130.02 feet to the POINT OF BEGINNING; thence continue North 01°16'16" West along aforesaid East line for 512.03 feet to the North line of the Southwest ¼ of the Northwest ¼ of Section 24; thence South 89°29'07" West along said North line for 1343.25 feet to the East line of the West 25.00 feet of said Southwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 24; thence South 00°42'42" East along said East line for 502.82 feet; thence North 89°52'29" East for 1348.31 feet to the POINT OF BEGINNING.

Containing 15.68 acres, more or less.

And

Commence at the West ¼ corner of said Section 24; thence South 89°24'43" East along the North line of the Southwest ¼ of aforesaid Section 24 for 83.02 feet; thence South 00°35'17" West for 71.00 feet to the Southerly Right-of-Way line of Red Bug Lake Road and POINT OF BEGINNING; thence South 89°24'43" East along Southerly Right-of-Way line for 330.05 feet thence South 00°35'17" West for 634.48 feet; thence South 89°18'21" East for 276.03 feet to the East line of the West ½ to the Northwest ¼ of aforesaid Section 24; thence South 00°42'24" West along said line for 613.94 feet to the South line of said West ½ of the Northwest ¼ to the Southwest ¼ of Section 24; thence North 89°26'28" West along said South line for 662.41 feet to the Easterly Right-of-Way line of Dodd Road, said line lying 25 feet Easterly of when measured at right angle to the West line of the Southwest ¼ of said Section 24; thence along said easterly Right-of-Way line the following courses; Run North 00°34'21" East parallel with the West line of the Southwest ¼ of Section 24 for 819.31 feet; thence South 89°25'29" East for 43.00 feet; thence North 00°34'21" East for 414.95 feet; thence North 45°34'49" East for 21.21 feet to the POINT OF BEGINNING.

Containing 14.58 acres, more or less.

#### **DESCRIPTION – PROJECT PARCEL**

That portion of Northwest ¼ of Section 24, Township 21, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the Northwest ¼ of said Section 24; thence North 89°52'29" East along the South line of the Northwest ¼ of Section

24 for 1118.22 feet; thence North 00°17'43" East for 60.00 feet to the Northerly Right-of-Way line of Red Bug Lake Road; thence South 89°52'34" West along said Northerly Right-of-Way line for 132.51 feet to the POINT OF BEGINNING; thence North 00°00'00" East for 33.27 feet; thence North 90°00'00" East for 16.30 feet; thence North 00°00'00" East for 180.50 feet; thence North 90°00'00" East for 13.32 feet; thence North 00°00'00" East for 154.48 feet; thence North 82°10'55" West for 51.58 feet; thence North 49°48'08" West for 113.11 feet; thence North 05°49'43" West for 94.49 feet; thence North 89°59'50" West for 206.00 feet; thence South 44°23'12" West for 131.53 feet; thence South 89°47'03" West for 51.98 feet to an intersection with a circular curve concaved southerly, having a radius of 170.00 feet, a chord bearing of North 70°36'26" West and a central angle of 31°07'21"; thence westerly along the arc of said curve for 92.34 feet to the point of tangency; thence North 86°10'07" West for 103.71 feet; thence South 00°00'10" West for 22.01 feet to an intersection with a circular curve concaved southeasterly, having a radius of 110.51 feet, a chord bearing of South 62°39'30" West and a central angle of 54°41'20"; thence southwesterly along the arc of said curve for 105.48 feet; thence North 54°41'09" West for 43.79 feet to an intersection with a circular curve concaved southerly having a radius of 452.99 feet, a chord bearing of North 85°05'57" West and a central angle of 11°13'08"; thence Westerly along the arc of said curve for 88.70 feet to the point of tangency; thence South 89°17'29" West for 35.72 feet to a point of curvature with a circular curve concaved Southeasterly having a radius of 17.50 feet and a central angle of 90°00'46"; thence Southwesterly along the arc of said curve for 27.49 feet to the point of tangency; thence South 00°43'17" East for 17.72 feet to the easterly Right-of-Way line of Dodd Road; thence continue South 00°43'17" East along said easterly Right-of-Way line for 360.59 feet to the Northerly Right-of-Way line of Red Bug Lake Road; thence along said Northerly Right-of-Way line the following courses: run South 45°25'06" East for 49.75 feet; thence 89°East for 58.09 feet; thence South 87°06'53" East for 100.80 feet; thence South 88°36'38" East for 556.38 feet; thence North 89°52'34" East for 168.97 feet to the POINT OF BEGINNING.

Containing 10.035 acres, more or less

## II. PROPERTY OWNERS

RH

~~FLORIDA~~ ADVENTIST HEALTH SYSTEM/SUNBELT, INC., d/b/a Florida Hospital

JERRY EVANS, President  
Ardmore Properties, Inc. (Contract Purchaser)  
P.O. BOX 1685  
New Smyrna Beach, Florida 32170



### III STATEMENT OF BASIC FACTS NORTH AND SOUTH PARCEL

	<u>Total</u>	<u>North</u>	<u>South</u>
Total Acreage:	50.30 Ac.	35.70 Ac.	14.60 Ac.
Total Multi-Family DU:	286 DU	286 DU	N/A
Gross Residential Density:	11.7 DU/Ac.	11.7 DU/Ac.	N/A
Net Residential:	14.6 DU/Ac.	14.6 DU/Ac.	N/A
Total Commercial:	87,424 S.F.	70,000 S.F.	17,424 S.F.
Total Office	109,771 S.F.	0 S.F.	109,771 S.F.

### IV. LAND USE – NORTH PARCEL

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Multi-Family/Residential:	25.7 Ac.	286 DU
2	Commercial:	10.0 Ac.	70,000 S.F.
	Gross Residential Density:	11.7 DU/Ac.	11.7 DU/Ac.
	Net Residential Density:	14.6 DU/Ac.	14.6 DU/Ac.

### V. BUILDING AND LOT RESTRICTIONS – NORTH PARCEL

- (a) Multi-Family Residential: Tract 1  
Multiple Family Uses Permitted: Those permitted uses described in the R-3 (Multiple Family Dwelling) Zoning District excluding public elementary schools.

Development shall comply with the R-3 (Multiple Family Dwelling) Zoning District Setback Standards except as noted:

- 1) North Property Line Building Setback 120'
- 2) East Property Line Building Setback 120'
- 3) West Property Line Building Setback 100'
- 4) Internal Landscape Buffers (Internal to Tracts) 10'

**Note:** The Clubhouse structure located in Tract 1 may be increased in height to forty (40) feet for architectural design purposes when approved by staff.

- (b) Commercial: Tract 2  
Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores, gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

No drive-thru business shall be permitted within Tract 2, with the exception of pharmacy or banking facilities.

**VI. VEHICLE AND PEDESTRIAL CIRCULATION SYSTEM – NORTH PARCEL**

**A. Sidewalk Systems**

1. Developer will provide a sidewalk five (5) feet in width along the south side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.
2. Sidewalks will be provided internally within the North Parcel site Boundaries per the Seminole County Land Development Code Requirements.
3. The owner of Tract 2 shall construct pedestrian connection from sidewalks within public right-of-ways to internal sidewalks to provide for pedestrian paths to building entrances.
4. The owner of Tract 2 shall provide a pedestrian connection to the existing apartments in Tract 1. A gate with locking mechanisms will be provided.

**B. Roads**

1. All internal roads within the North Parcel shall be public except for roads located within Tract 1 (Multiple Family site) of the North Parcel which shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted.

**C. Improvements to Existing Roads**

1. Developer shall provide the following transportation improvements:
2. Re-stripe Dodd Road north of Red Bug Lake Road to permit left turn storage lane to access Thunder Hollow Apartments.
3. Developer shall install a right turn deceleration lane along North Dodd Road adjacent to Tract 1 of the North Parcel.

4. Developer shall provide public access to the Seminole County Fire Station No. 27, from the adjacent project entrance roadway on the North Parcel and reconstruct/extend the median in Red Bug Lake Road.
5. Developer shall construct a left turn lane and a right turn deceleration lane along Red Bug road at the entrance to Tract 2 of the North Parcel. Developer shall replace painted separator adjacent to Tract 2 on Red Bug Lake Road with a raised concrete separator.
6. Developer shall install a pedestrian traffic signal for bicycle and pedestrian crossing at Dodd Road and St. Lucie Drive north of the subject site.
7. Developer shall support and contribute the developer's fair share for installation of a traffic signal at Red Bug Lake road and the Wood Creek Square Commercial Center.

## **VII. LANDSCAPING AND BUFFERS – NORTH PARCEL**

### **A. Landscaping**

1. All landscaping shall adhere to the Seminole County Landscape Regulations. Development within Tract 2 shall comply with active/passive buffer standards where adjacent to Tract 1 (existing apartment site). Tract 2 and Tract 3 of the North Parcel shall also comply with the Lake Mary Blvd. Gateway Corridor Overlay Standards of the Seminole County Land Development Code except where noted in Section V of this Agreement.
2. A minimum 25' landscape buffer, except one 30' radius of drive, shall encroach up to 10'. A 6' wall shall be required between Tract 1 and Tract 2. A wall shall match existing design of brick wall at Shadow Creek Apartments and shall tie into existing brick columns. Existing aluminum fence to be removed and a 6' brick wall shall be installed in its place. Actual location of all other walls (contiguous to Tract 1 and apartment site) shall be mutually agreed upon by Developer and Shadow Creek Apartments. Landscaping shall consist of five (5) canopy trees graded Florida #1 or better minimum 4" caliper, 14-16 feet tall, every 100 feet. Trees shall be an even mix of oaks and Southern Magnolia. Wall, landscaping and irrigation to be constructed prior to Development of Tract 2.

3. Within Tract 1 of the North Parcel, canopy trees require in the fifty (50) foot landscape buffer, adjacent to existing residential development, shall consist of live oak trees a minimum of 4 inches in diameter at breast height (DBH). Sub-canopy trees shall consist of wax myrtles. Existing plant material shall be retained wherever possible.
4. The developer will coordinate the installation and construction of hardscape and landscape material the Dodd Road and Red Bug Lake Road right-of-way and will use materials compatible with the brick entrance to Hollowbrook Subdivision north of the subject site (along Dodd Road.) The developer will replace the wooden portion of the entry wall located south of Biscayne Drive with materials compatible to the project theme.
5. The required plant material specified for the landscape buffer along the North and east property line of Tract 1 adjacent to the existing single family residential developments will be installed prior to construction of the multi-family units.
6. Within Tract 2, there shall be a 6' wide intermittent foundation landscape buffer between parking lot and buildings.
7. Development within Tract 2 shall comply with the C-1 (retail commercial) zoning district setback standards and the Lake Mary Boulevard Gateway Corridor overlay standards. Unless otherwise specified in this document.

#### **VIII. OPEN SPACE – NORTH PARCEL**

##### **A. Open Space**

Open space shall be provided at a minimum overall rate of 25% throughout the entire PUD/PCD. The minimum open space requirement for Tracts 2 and 3 of the North Parcel shall be 30 percent. The minimum open space requirements for Tract 1 of the North Parcel is 40%. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may be permitted to utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The Pro-rata share for all sites shall be submitted in writing to and approved by the Planning Manager prior to final site plan approval for any site within the development.



North Parcel

Open Space Required	13.2 Acres
Open Space Provided	13.2 Acres

**IX. FACILITY COMMITMENTS – NORTH PARCEL**

A. Drainage and Water Quality:

The minimum impervious area for individual parcels in the PUD/PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area from an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

**X. OTHER COMMITMENTS – NORTH PARCEL**

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. A maximum of ten (10) lighting fixtures shall be placed along the north and east property boundary of the North Parcel adjacent to the 50 foot landscape buffer bordering the existing single family residential developments known as Hollowbrook and Willow Oaks Subdivision.

3. Parking lot lighting shall be down lighting, shoebox fixtures or higher quality. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.
- B. Hours of Operation for Non-residential Uses:
1. North Parcel  
Restaurants: 7:00 a.m. to 11:00 p.m.  
Tennis Courts: 7:00 a.m. to 10:00 p.m.
- C. Aquatic Weed Control
1. A lake maintenance contract with an environmental maintenance firm will be established to service the North Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.
- D. Location of Signage
1. North Parcel  
Apartments: Dodd Road Entrance  
Red Bug Lake Road Entrance  
Commercial: Red Bug Lake Road Entrance
- E. Maintenance: A property owner's association shall be established to maintain all common areas within the North Parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.
- F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.
- G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.
- H. Pedestrian access shall be provided along Dodd Road to connect Tracts 1 and 2.
- I. Architectural Standards
1. No neon lights shall be utilized on buildings or signs.

2. All sides of buildings shall have uniform architectural style, detail, trim features, and roof treatments. No side shall have the appearance of a loading/service area. Quality of design shall be similar in design to the "Shoppes at Oakmonte" as developed on January 8, 2002.
3. Building facades shall include building step backs, offsets or projections, textures and / or material change, pattern change, etc, to provide visual interest. Blank wall areas shall not exceed ten (10) feet in a vertical direction or twenty (20) feet in a horizontal direction.
4. Roofs shall be hip or gable roofs. No visible flat roofs. Rooflines and features shall be consistent with the building's mass and scale.
5. Mechanical units, whether ground-or roof-mounted, shall be screened from view.
6. All meter boxes, dumpsters and loading/service areas shall be enclosed with an 8' wall on three sides, with a metal or wood gate on the fourth side. The access side shall be oriented away from the adjacent residential in Tract 1. Material and color of enclosure shall match proposed building, except meter boxes shall be subject to local code issues.
7. On-site building lighting shall be limited to wall-washer or up-light fixtures that do not produce spillover lighting; floodlight fixtures mounted on building walls, roofs or poles are prohibited.

J. No outdoor amplification of sound shall be permitted.

K. Deliveries and trash pick-up shall be limited to between 7:00 a.m. to 5:00 p.m.

**XI. LAND USE – SOUTH PARCEL**

<u>Tract</u>	<u>Land Use</u>	<u>Acres</u>	<u>Units</u>
1	Commercial	2.2 Ac.	17,424 S.F.
2	Office	12.4 Ac.	109,771 S.F.

**XII. BUILDING AND LOT RESTRICTIONS – SOUTH PARCEL**

- A. Commercial: Tract 1  
Commercial Uses Permitted: Those permitted and conditional uses described in the C-1 (Retail Commercial) Zoning District excluding funeral homes, furniture stores, hardware stores,

gasoline pumps as an accessory use, living quarters in conjunction with a commercial use and self-service laundries.

Development shall comply with the C-1 (Retail Commercial) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

- 1) Internal Landscape Buffers (Internal to Tracts) 10'

- B. Office: Tract 2  
Office Uses Permitted: Those permitted, conditional and accessory uses described in the OP (Office Professional) Zoning District excluding elementary, middle and high schools.

Development shall comply with the OP (Office Professional) Zoning District Setback Standards and the Lake Mary Blvd. Gateway Corridor Overlay Standards except as noted:

- 1) Internal Landscape Buffers (internal to Tracts) 10'

### **XIII. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM – SOUTH PARCEL**

A. Sidewalk Systems

1. Developer will provide a sidewalk five (5) feet in width along the south side of the property frontage adjacent to Red Bug Lake Road and the West Side of the property frontage adjacent to Dodd Road.

B. Roads

1. All internal roads within the South Parcel shall be private.
2. All roads shall adhere to Seminole County design and construction standards, unless otherwise noted

C. Improvements to Existing Roads

Developer shall provide the following transportation improvements:

1. South parcel access to Dodd road south of Red Bug Lake Road shall be permitted as follows:

Prior to four-lane improvements on Dodd Road, a full access point will be permitted.

After four-lane construction on Dodd Road, the County Engineer shall determine access.

**XIV. LANDSCAPE AND BUFFERS – SOUTH PARCEL**

A. Landscaping

1. All landscaping shall adhere to the Seminole County Landscape Regulations.

**XV. OPEN SPACE – SOUTH PARCEL**

A. Open Space

The minimum open space requirements for Tracts 1 and 2 of the South Parcel is 30 percent. Open space shall include lakes, landscape buffers, and passive and active recreational areas. Those tracts, which are permitted to utilize the lakes for retention purposes may utilize a pro-rata share of the lake/retention areas to calculate open space requirements as defined by the Supplemental District Regulations of the Seminole County Land Development Code. The pro-rata share for all sites shall be submitted in writing to and approved by the Planning Manager prior to final site plan approval for any site within the development.

South Parcel

Open Space Required	4.3 Acres
Open Space Provided	4.3 Acres

**XVI. FACILITY COMMITMENTS – SOUTH PARCEL**

A. Drainage and Water Quality:

The minimum impervious area for individual parcels in the PUD/PCD may be transferred between parcels at time of final site plan review provided that the project maintains an overall maximum of 70% impervious area. If the impervious area for an individual parcel exceeds 70%, then a development order shall be executed by the County and the property owner transferring a percentage of their impervious area so that any new land purchaser will be able to monitor the remaining stormwater allocation, or as an alternative, the property owner shall provide the necessary retention capacity on site to accommodate the additional stormwater. In no case shall the impervious area exceed 80% within each individual site. The proportional share of the lake/retention amenity acreage may be

allocated to individual parcels for purposes of the calculations noted above.

B. Water and Sewer

Potable water and sanitary sewer service will be provided to the site by Seminole County Utilities. The development will connect to the County's irrigation reuse system, if available.

C. Roads

Developer shall dedicate up to twenty-seven (27) feet of right-of-way along Dodd Road from Red Bug Lake Road to the south property line of the south parcel. Any additional right-of-way will be reserved for future road construction and associated stormwater management. If Seminole County has not advertised for construction the four laning of Dodd road from Howell Branch Road to Red Bug Lake Road by January of 2002, then subject to necessary impact fee credits calculated for the entire project (North and South Parcel), the developer shall construct Dodd Road from the Red Bug Lake Road transition area to the south property boundary as a four (4) lane cross-section as per applicable Seminole County Code requirements.

**XVII. OTHER COMMITMENTS – SOUTH PARCEL**

A. Site Parking Lot Lighting

1. Exterior lighting adjacent to residential areas shall comply with Section 30.1233 of the Active/Passive Miscellaneous Design Standards except as follows:
2. Light fixtures shall be mounted at a maximum height of not more than fifteen (15) feet above grade.

B. Hours of Operation for Non-Residential Uses:

1. South Parcel  
Drug Store: 7:00 a.m. to 11:00 p.m.  
Liquor Store: 9:00 a.m. to 9:00 p.m.

C. Aquatic Weed Control

1. A lake maintenance contract with an environmental maintenance firm will be established to service the South

Parcel. The lake/retention areas will be serviced at intervals required to meet best management practices.

D. Location of Signage

1. South Parcel

Commercial: Red Bug Lake Road/Dodd Entrance  
Office: Dodd Road Entrance

E. Maintenance: A property owner's association shall be established to maintain all common areas within the South Parcel development including private roads, rights-of-ways, and all open space, recreational facilities and stormwater facilities.

F. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

G. Signage: Project development will comply with the Lake Mary Gateway Corridor Zoning Overlay Standards (Section 30.1068 Seminole County Land Development Code). No billboards will be permitted.

**XVIII. OTHER COMMITMENTS**

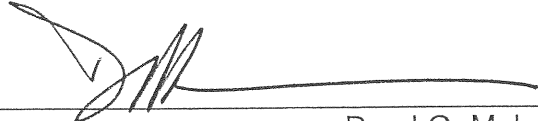
A. Developer Definition: All of the real property which is the subject of this Agreement, with exception of Tract 1 of the North Parcel is owned by Adventist Health System/SunBelt, Inc. Said Tract 1 of the North parcel is owned by Zom Development, Inc. when the Term "Developer" is used herein, shall be taken or constructed to mean either Adventist Health System/SunBelt, Inc. or Zom Development, Inc., when the reference is to particular real estate owned by either of such entities, or any subsequent owner of all of any portion of said lands. All obligations, liabilities, and responsibilities of the Developer in this Agreement shall be covenants running with the title to the subject real property, and shall be assumed by any successors and interest of either Adventist Health System/Sunbelt, Inc. or Zom Development, Inc. as to all or any portion of the subject real estate.

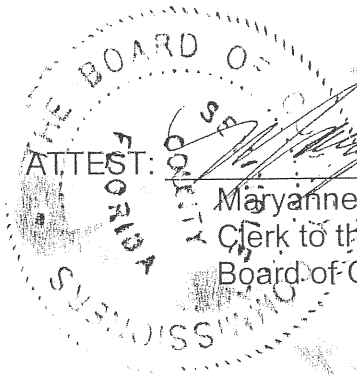
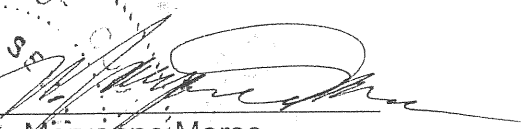
B. Building Height Definition: When the term "Building Height" is used herein, it shall be taken or construed to mean "Building Height" as defined in Section 2.3 and Section 30.1347 of the Seminole County Land Development Code.

- C. Unless specifically addressed in this agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole county at the time of issuance of any permit.

Approved and Accepted.

DONE AND ORDERED ON THE 8<sup>th</sup> OF JANUARY 2002.

  
\_\_\_\_\_  
Daryl G. McLain  
Board of County Commissioners,  
Seminole County, Florida

  
ATTEST:   
Maryanne Morse  
Clerk to the Seminole County  
Board of County Commissioners



**OWNERS' CONSENT AND COVENANT**

COMES NOW, the Owner, Adventist Health Systems/Sunbelt Inc., c/o \_\_\_\_\_ on behalf of his heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER:

*Sandra J. Levy*  
Witness (Sign and print name)

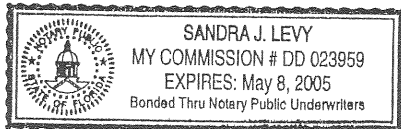
*Randy Haffner*  
Adventist Health Systems/Sunbelt Inc.

*[Signature]*  
Witness (Sign and print name)

**Acknowledgement**

STATE OF FLORIDA }  
COUNTY OF ~~SEMINOLE~~ } ORANGE

The foregoing instrument was acknowledged before me this 14th day of May, 2002, by RANDY HAFFNER, who is personally known to me or who have produced their Florida Driver's License as identification.



*Sandra J. Levy*  
Notary Public  
Print Name: Sandra J. Levy  
My Commission expires: 5-8-05

### OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Jerry Evans, President of Ardmore Properties, on behalf of his heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER:

Laura M. Evans  
Witness (Sign and print name)

Laura M. Evans

N. O'Connor  
Witness (Sign and print name)

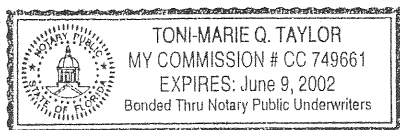
N. O'Connor

Jerry Evans  
Jerry Evans,  
President, Ardmore Properties, Inc.

#### Acknowledgement

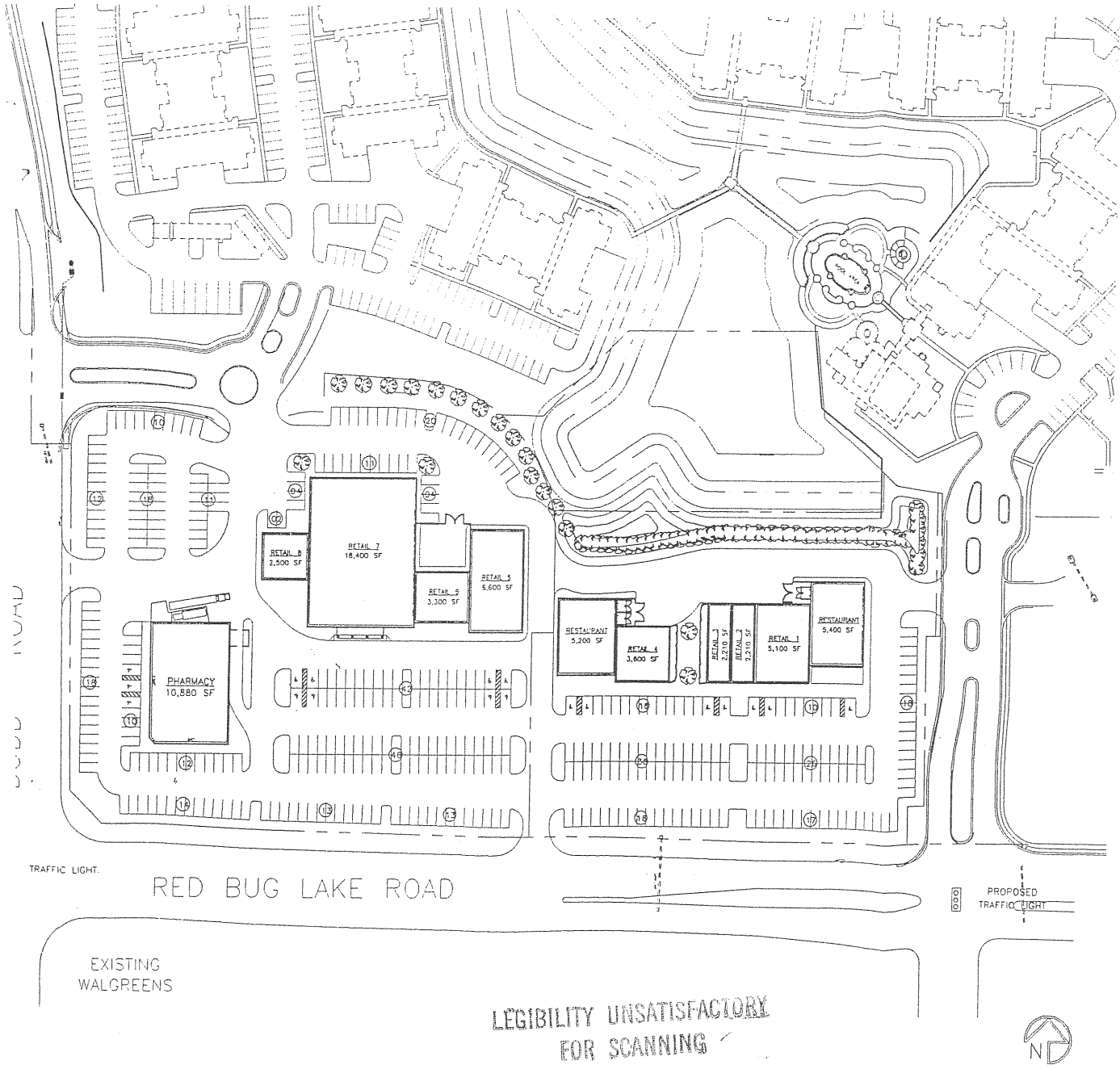
STATE OF FLORIDA }  
COUNTY OF Volusia }  
SEMINOLE }

The foregoing instrument was acknowledged before me this 23rd day of April, 2002, by Jerry Evans, who is personally known to me or who have produced their Florida Driver's License as identification.



Toni-Marie Q. Taylor  
Notary Public  
Print Name: Toni-Marie Q. Taylor  
My Commission expires: 6/9/02

## Exhibit "A" Site Plan



Cuhaci & Peterson  
Architects, LLC  
FLORIDA CERTIFICATE NO. 12345

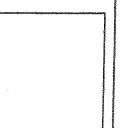
12345 ADEEN ROAD  
PELHAM, FLORIDA 32803-2544  
PHONE: (407) 278-1234  
FAX: (407) 278-4321  
ATTENTION: www.cpa.com

NO.	DATE	DESCRIPTION
1	09/24/2001	PRELIMINARY
2	10/02/2001	REVISED
3	10/15/2001	REVISED
4	10/17/2001	REVISED
5	11/12/2001	REVISED
6	01/03/2002	REVISED

PROJECT NAME  
**EVANS PROPERTIES**  
PO BOX 915182  
LONGWOOD, FL 32791  
407/869-7533

PROJECT NAME  
**RED BUG VILLAGE @**  
NEC RED BUG LAKE ROAD & DODD ROAD  
SEMINOLE COUNTY, FL

SHEET TITLE  
**SITE PLAN**



REVISION
1 09/24/2001
2 10/02/2001
3 10/15/2001
4 10/17/2001
5 11/12/2001
6 01/03/2002

PROJECT NO. 201044  
SCALE 1"=50'  
DATE 03/15/01  
DRAWN AK  
CHECKED JED  
SHEET

SP-1


**ADDENDUM**  
**Red Bug Village Modification**  
**Final Master Plan/Developer's Commitment Agreement**  
**Amended Commitments/Restrictions**  
*(Amended by the BCC on March 26, 2002)*

**I. Additional Commitments/Restrictions**


1. Allow for two signs along the Red Bug Lake Road frontage of the commercial tract. These signs shall comply with the Lake Mary Boulevard Overlay Standards.
2. Allow for alcoholic beverage sales, except there shall be no package stores, to be limited to the building in Phase 1, as well as a secondary use for any restaurant tenant.
3. Delivery hours for Phase 1 be limited to 6:00 a.m. to 10:00 p.m. The delivery hours for the remainder of the development shall be limited to 7:00 a.m. to 5:00 p.m.
4. The hours of operation for retail establishments shall be limited to 7:00 a.m. to 11:00 p.m., with the exception that restaurants may remain open until 1:00 a.m. on Fridays and Saturdays.

Approved and Accepted

By: \_\_\_\_\_

  
Daryl G. McLain  
Chairman  
Seminole County Board of County Commissioners

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
CLERK OF SEMINOLE COUNTY  
BK 04417 PG 0632  
FILE NUM 2002884172  
RECORDED 05/24/2002 03:29:36 PM  
RECORDING FEES 24.00  
RECORDED BY M Nolden

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY   
DEPUTY CLERK

RETURN TO SANDY McCANN

## OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Adventist Health Systems/Sunbelt Inc., c/o \_\_\_\_\_ on behalf of his heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER:

Sandy Levy  
Witness (Sign and print name)

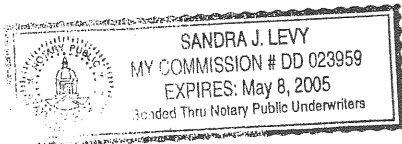
[Signature]  
Adventist Health Systems/Sunbelt Inc.

[Signature]  
Witness (Sign and print name)

### Acknowledgement

STATE OF FLORIDA }  
COUNTY OF ~~SEMINOLE~~ } ORANGE

The foregoing instrument was acknowledged before me this 14 TH day of May, 2002, by RANDY HAEFNER of Adventist Health Systems/Sunbelt Inc., who is personally known to me or who have produced their Florida Driver's License as identification.



Sandra J. Levy  
Notary Public  
Print Name:  
My Commission expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Jerry Evans, President of Ardmore Properties, on behalf of his heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

OWNER:

Amanda E. Smith  
Witness (Sign and print name)

Jerry Evans  
Jerry Evans,  
President, Ardmore Properties, Inc.

Judy Norris  
Witness (Sign and print name)

Acknowledgement

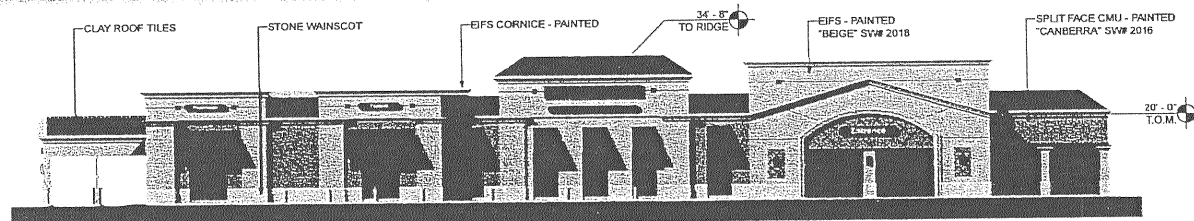
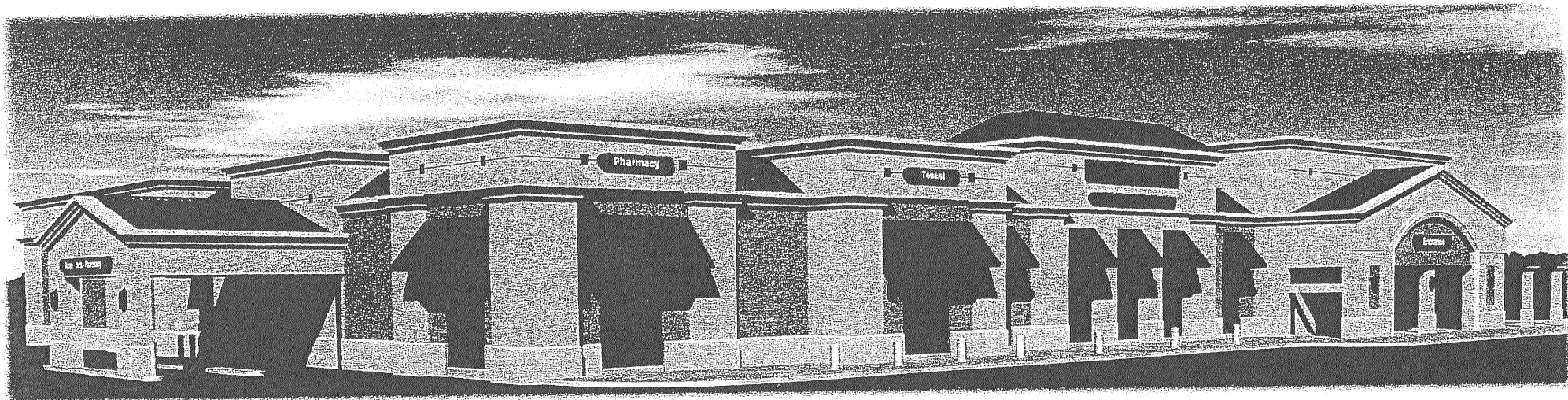
STATE OF FLORIDA }  
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this 14<sup>TH</sup>  
day of MAY, 2002, by Jerry Evans, ~~who is personally~~  
~~known to me or~~ who have produced their Florida Driver's License as  
identification. D/L E15242340004

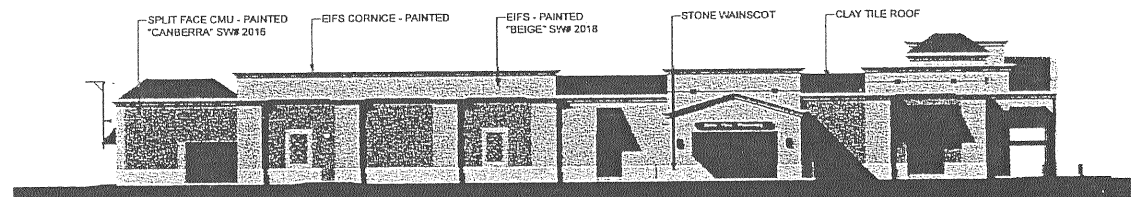
Judy Norris  
Notary Public  
Print Name:  
My Commission expires:



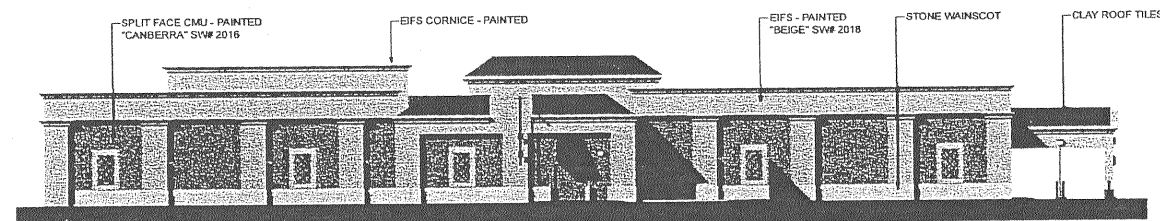
Judy Norris  
MY COMMISSION # DD016180 EXPIRES  
April 8, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.



0 5 20 40 60 **FRONT ELEVATION**



0 5 20 40 60 **LEFT ELEVATION**



0 5 20 40 60 **REAR ELEVATION**

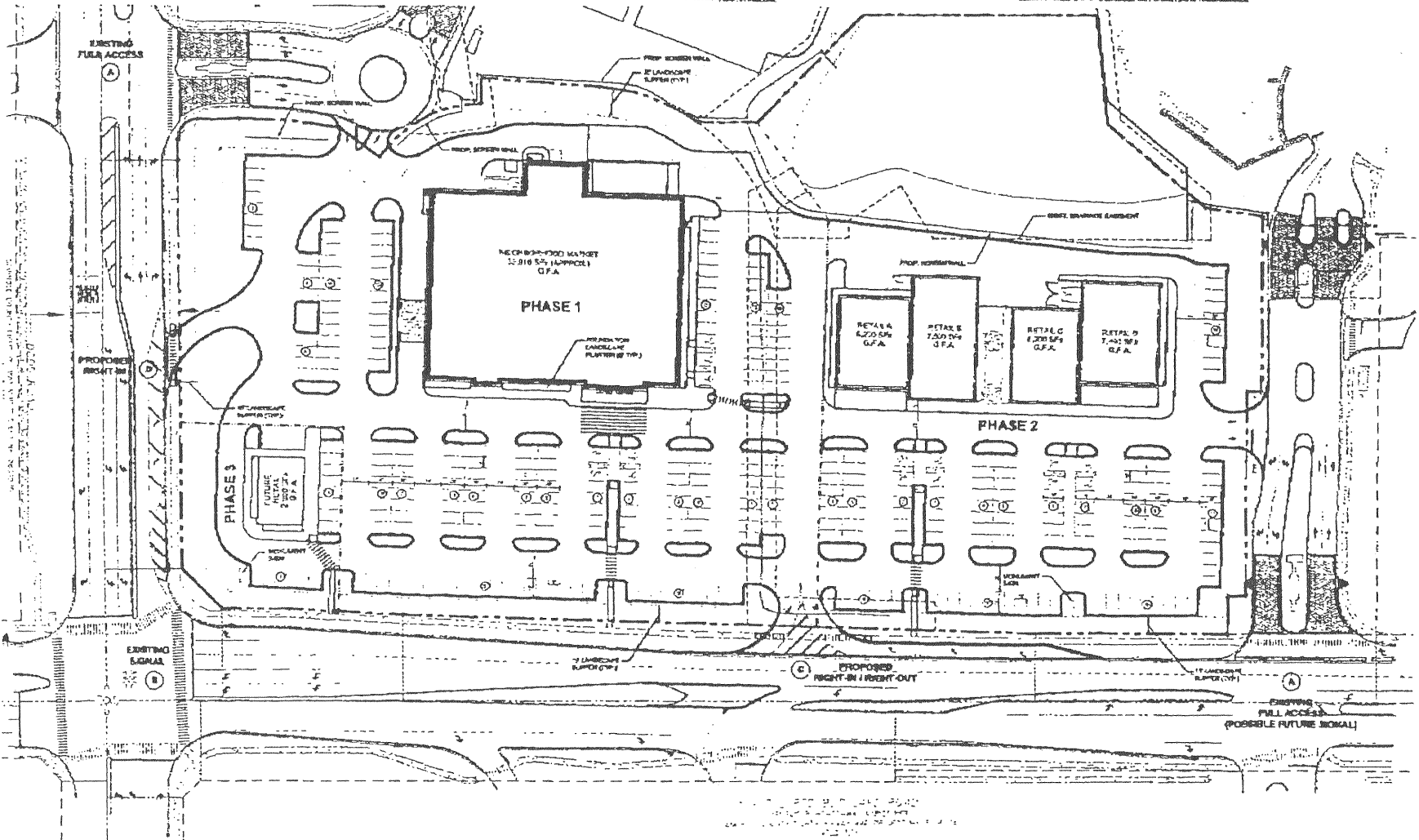
Red Bug Village PCD, FL

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

FILE NUM 2002884172  
OR BOOK 04417 PAGE 0635

03/18/02





☐ A. FULL ACCESS (WRITE)  
☐ B. READ-ONLY PROTECTION (WRITE)  
☐ C. WRITE IN READ-ONLY PROTECTION  
☐ D. WRITE IN PROTECTION  
☐ E. READ-ONLY PROTECTION

[illegible]

**Site Plan**  
**Red Bug Village**  
Red Bug Lake Road & Dodd Road  
Sealander County, Florida

[illegible]

MAR-18-2002 11:44

92%

P. 03

FILE NUM 2002884172  
OR BOOK 04417 PAGE 0636

LEGIBILITY UNSATISFACTORY  
FOR SCANNING

RETURN TO SANDY McCANN


**ADDENDUM**  
**Red Bug Village Modification**  
**Final Master Plan/Developer's Commitment Agreement**  
**Amended Commitments/Restrictions**  
*(Amended by the BCC on May 14, 2002)*

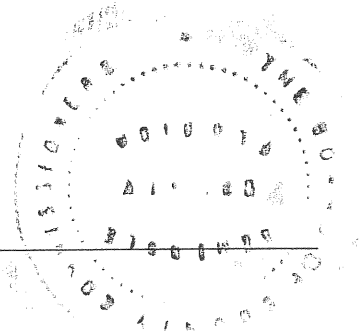
**I. Additional Commitments/Restrictions – North Parcel**

1. Alcoholic beverage sales in restaurants shall be limited to beer and wine.
2. The hours of operation for the grocery store shall be 24-hours/day.
3. The developer, if warranted, shall be required to pay their pro-rata share for a dual left turn lane for Red Bug Lake Road traffic turning left to travel north on Dodd Road.

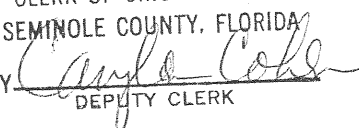
Approved and Accepted

By: \_\_\_\_\_

  
Daryl G. McLain  
Chairman  
Seminole County Board of County Commissioners



MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 04461 PG 0872  
CLERK'S # 2002908878  
RECORDED 07/15/2002 11:44:30 AM  
RECORDING FEES 10.50  
RECORDED BY S Coatsney

CERTIFIED COPY  
MARYANNE MORSE  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FLORIDA  
BY   
DEPUTY CLERK

## OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Wal-Mart Stores East L.P., c/o Robert M. Bedard, Assistant V.P. of Real Estate, on behalf of ~~his heirs~~<sup>its</sup>, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

Shan Letts

Witness (Sign and print name)  
Shannon Letts

Shelia Churchill

Witness (Sign and print name)  
Shelia Churchill

OWNER:

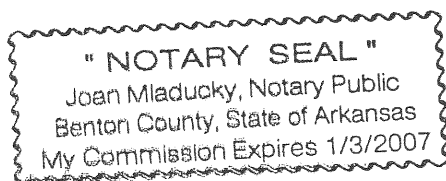
Robert M. Bedard

Wal-Mart Stores East, L.P.  
Robert M. Bedard  
Assistant Vice President of Real Estate

### Acknowledgement

STATE OF Arkansas }  
COUNTY OF Benton }

The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by Robert M. Bedard of Wal-Mart Stores East L.P., who is personally known to me or who have produced their \_\_\_\_\_ Driver's License as identification.



Joan Mladucky  
Notary Public

Print Name: JOAN MLADUCKY

My Commission expires: 1/3/2007

Approved as to legal terms only

By [Signature]

WAL-MART LEGAL TEAM

Date 7-1-02